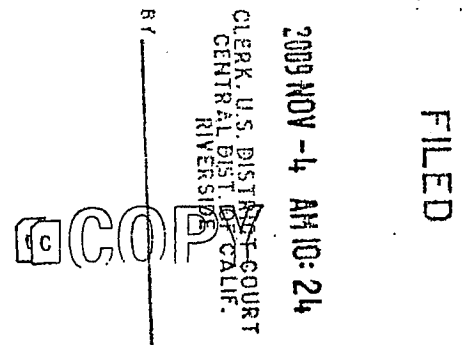


Jeffrey W. Shields, Bar No. 109920  
Rick A. Varner, Bar No. 160403  
Michael W. Buhrley, Bar No. 255203  
SHIELDS LAW OFFICES  
1920 Main Street, Suite 1080  
Irvine, California 92614  
(949) 724-7900; Fax (949) 724-7905  
E-mail: jeff@shieldslawoffices.com

Attorneys For Plaintiff  
Richard Black



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RICHARD BLACK, an individual,

Plaintiff,

vs.

TIMOTHY BEARD, an individual dba  
BEARD'S MARKETING; and MELISSA  
MANSON, an individual dba  
BEARD'S MARKETING,

Defendants.

Case No.

**ED CV 09 - 02051 VAP**

COMPLAINT FOR:

- (1) BREACH OF WRITTEN CONTRACTS;
- (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) COMMON COUNT FOR MATERIALS PROVIDED; AND
- (4) VIOLATIONS OF CALIFORNIA CIVIL CODE SECTION 1719

JURY TRIAL DEMANDED

As a Complaint herein, RICHARD BLACK ("Plaintiff"), as assignee of Mad Dog Energy Products, Inc. ("Mad Dog"), alleges against defendants TIMOTHY BEARD dba BEARD'S MARKETING ("Beard") and MELISSA MANSON dba BEARD'S MARKETING ("Manson") [hereinafter, Beard and Manson sometimes collectively referred to as "Defendants"], as follows:

I. JURISDICTION, VENUE AND PARTIES

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. section 1332 (diversity of citizenship), inasmuch as: (a) Plaintiff is an individual residing in California; (b) Plaintiff alleges on information and belief that both Beard and Manson are individuals residing in Minnesota; and (c) the amount in controversy in this matter, exclusive of interest and costs, exceeds \$75,000.00.

2. Plaintiff alleges on information and belief that venue is proper in this Court pursuant to 28 U.S.C. section 1391 in that the contractual agreements which are the subject of this action were entered into and to be performed, at least in substantial part, within this judicial district, and, for purposes of venue, each of Defendants is subject to personal jurisdiction within this judicial district.

3. Plaintiff is an individual who is a citizen of, and domiciled in, Riverside County, California. Plaintiff is the assignee of Mad Dog as to each of the debts, and as to all rights and claims against each of Defendants, which give rise to the within action. Mad Dog is a California corporation with its principal place of business located in Riverside County, California.

4. Plaintiff alleges on information and belief that Beard is an individual who is a citizen of, and domiciled in, Clara City, Minnesota.

5. Plaintiff alleges on information and belief that Manson is an individual who is a citizen of, and domiciled in, Clara City, Minnesota.

II. GENERAL ALLEGATIONS

6. Mad Dog is in the business, *inter alia*, of distributing various food and drink products, including without limitation, candies and soft drinks.

7. On or about May 14, 2009, Defendants and Mad Dog entered into a first written contract (the "First Contract") in the amount of \$85,424.00 in California in that, on such date: (a) Defendants issued to Mad Dog in California that certain written Purchase Order #10037 (the "First Purchase Order") to purchase the candies, drinks and marketing materials described therein from Mad Dog in California, and (b) Mad Dog agreed to sell and ship same to Defendants from California by way of that certain written Invoice #1522 (the "First Invoice"). A true and correct copy of the First Purchase Order and the First Invoice comprising the First Contract is attached hereto as Exhibit "1" and is incorporated herein by this reference.

8. On or about May 14, 2009, Beard also sent a written e-mail to Mad Dog promising that Defendants would "pay in full ten (10) days from the day I get the product."

9. On or about May 18, 2009, Defendants and Mad Dog entered into a second written contract (the "Second Contract") in the amount of \$68,880.00 in California in that, on such date: (a) Defendants issued to Mad Dog in California that certain written Purchase Order #10057 (the "Second Purchase Order") to purchase the candies, drinks and marketing materials described therein from Mad Dog in California, and (b) Mad Dog agreed to sell and ship same to Defendants from California by way of that certain written Invoice #1527 (the "Second Invoice"). A true and correct copy of the Second

1 Purchase Order and the Second Invoice comprising the Second  
2 Contract is attached hereto as Exhibit "2" and is incorporated  
3 herein by this reference.

4 10. As had been agreed, Mad Dog duly shipped all of the  
5 products which were the subject of both the First Contract and the  
6 Second Contract (hereinafter, sometimes collectively referred to as  
7 "the Subject Contracts") from California to Defendants in  
8 Minnesota, as instructed by Defendants.

9 11. Although Defendants made numerous representations to  
10 Mad Dog that Defendants would pay for such products as agreed, Mad  
11 Dog did not receive any valid funds from Defendants.

12 12. To the contrary, Defendants improperly provided  
13 insufficient funds checks to Mad Dog as follows: (a) Defendants  
14 tendered their written check no. 1508, dated July 17, 2009, in the  
15 amount of \$10,000.00 ("Check 1508") to Mad Dog, however, Check 1508  
16 was returned for insufficient funds on July 22, 2009; and (b)  
17 Defendants tendered their written check no. 1509, dated July 24,  
18 2009, in the amount of \$15,000.00 ("Check 1509") to Mad Dog,  
19 however, Check 1509 was returned for insufficient funds on July 31,  
20 2009. A true and correct copy of Check 1508 and Check 1509  
21 (collectively, the "NSF Checks") is attached hereto as Exhibit "3"  
22 and is incorporated herein by this reference.

23 13. Notwithstanding numerous demands made on Defendants,  
24 Defendants have failed and refused, and continue to fail and  
25 refuse, to pay for the products provided under the Subject  
26 Contracts, including without limitation, the amounts of the NSF  
27 Checks, thereby compelling the bringing of the within action.

28

FIRST CLAIM FOR RELIEF

(Against Defendants For Breach Of Written Contracts)

14. Plaintiff realleges and incorporates herein by this reference each and every allegation contained in paragraphs 1 through 13, inclusive, as set forth above.

15. Mad Dog, and Plaintiff as its assignee, have duly performed all conditions, covenants, and promises required on their part to be performed pursuant to the Subject Contracts with Defendants, including without limitation, all legal and contractual conditions precedent to Plaintiff's right to bring the within action.

16. Plaintiff alleges on information and belief that Defendants have breached their contractual obligations to Plaintiff, as assignee of Mad Dog, under the Subject Contracts for the reasons set forth above, including, without limitation, by wrongfully failing to pay the amounts due to Plaintiff.

17. As a direct and proximate result of such breaches of contract by Defendants, Plaintiff has been damaged in an amount, the precise sum of which is presently unknown, but which will be determined in accordance with proof at trial, and which includes, at a minimum, the sum of \$154,304.00, together with interest accruing thereon.

SECOND CLAIM FOR RELIEF

(Against Defendants For Breach of the Implied Covenant  
of Good Faith and Fair Dealing)

18. Plaintiff realleges and incorporates herein by this reference each and every allegation contained in paragraphs 1 through 17, inclusive, as set forth above.

1           19. Plaintiff alleges on information and belief that  
2 each of the Subject Contracts contain an implied covenant of good  
3 faith and fair dealing by each of the parties thereto as to the  
4 performance of the terms thereof, including, *inter alia*, an implied  
5 promise and duty that none of the parties thereto would do any  
6 action which would harm or cause injury to any of the other  
7 parties.

8           20. Plaintiff alleges on information and belief that  
9 when Defendants breached the terms of the Subject Contracts and  
10 engaged in the acts and omissions set forth above, including, but  
11 not limited to, by failing to pay the amounts due thereunder  
12 notwithstanding their repeated promises to pay, and by tendering  
13 the NSF Checks, Defendants had no reasonable basis for their  
14 actions and/or acted with a callous disregard for the lack of such  
15 reasonable basis and for the consequences of such tortious conduct,  
16 and thereby breached the implied covenant of good faith and fair  
17 dealing contained therein.

18           21. As a direct and proximate result of the breaches of  
19 the implied covenant of good faith and fair dealing by Defendants  
20 as alleged above, Plaintiff has been damaged in an amount, the  
21 precise sum of which is presently unknown, but which will be  
22 determined in accordance with proof at trial, and which includes,  
23 at a minimum, the sum of \$154,304.00, together with interest  
24 accruing thereon.

25                           THIRD CLAIM FOR RELIEF

26           (Against Defendants For Common Count For Materials Provided)

27           22. Plaintiff realleges and incorporates herein by this  
28 reference each and every allegation contained in paragraphs 1

1 through 13; inclusive, as set forth above.

2           23. Within the last four years and pursuant to the  
3 Subject Contracts, Defendants became indebted to Plaintiff in the  
4 agreed sum of \$154,304.00 for goods, wares, and merchandise sold  
5 and delivered to Defendants for which Defendants promised to pay  
6 Mad Dog, as assignor of Plaintiff.

7           24. Neither the whole nor any part of the above  
8 indebtedness of Defendants has been paid to Plaintiff,  
9 notwithstanding that demands therefor have been made, and there is  
10 now due, owing and unpaid from Defendants to Plaintiff the sum of  
11 at least \$154,304.00, together with interest accruing thereon.

12                           FOURTH CLAIM FOR RELIEF

13                           (Against Defendants For Violations Of  
14 California Civil Code Section 1719)

15           25. Plaintiff realleges and incorporates herein by this  
16 reference each and every allegation contained in paragraphs 1  
17 through 13, inclusive, as set forth above.

18           26. Plaintiff alleges on information and belief that the  
19 wrongful acts of Defendants in tendering the NSF Checks as set  
20 forth above constitute the passing of checks on insufficient funds,  
21 within the meaning of California Civil Code section 1719(a)(6), and  
22 that Defendants are in violation of California Civil Code section  
23 1719. Plaintiff has complied with all of the notice requirements  
24 of such Code section and is entitled to all of the remedies  
25 thereunder.

26           27. As a direct and proximate result of such statutory  
27 violations, Plaintiff has been damaged in an amount, the precise  
28 sum of which is presently unknown, but which will be determined in

1 accordance with proof at trial, and which includes, at a minimum,  
2 the sum of \$1,500.00 for each of the NSF Checks, for a total  
3 statutory award of \$3,000.00, in addition to the other amounts due  
4 to Plaintiff as set forth above.

5 WHEREFORE, Plaintiff prays for judgment against each of  
6 Defendants as follows:

7 ON THE FIRST, SECOND AND THIRD CLAIMS FOR RELIEF

8 1. For actual damages in a sum to be determined  
9 according to proof, but in no event less than \$154,304.00, together  
10 with interest accruing thereon at the legal rate;

11 ON THE FOURTH CLAIM FOR RELIEF

12 2. For actual damages in a sum to be determined  
13 according to proof, but in no event less than \$3,000.00, together  
14 with interest accruing thereon at the legal rate;

15 ON ALL CLAIMS FOR RELIEF

16 3. For Plaintiff's costs of suit incurred herein; and  
17 4. For such other and further relief as the Court may  
18 deem just and proper.

19 DATED: November 3, 2009

SHIELDS LAW OFFICES

20 By:   
21 \_\_\_\_\_

22 Jeffrey W. Shields  
23 Attorneys for Plaintiff  
24 Richard Black  
25  
26  
27  
28



DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury in the above  
action.

DATED: November 3, 2009

SHIELDS LAW OFFICES

By: 

Jeffrey W. Shields  
Attorneys for Plaintiff  
Richard Black

**EXHIBIT 1**

**Purchase Order # 10037**

Bill To:

Beard's Marketing

Po Box 554

Clara City, MN 56222

**Mad Dog Energy Products**

1000 Mega Boxes = \$50,000

1 Full Pallet of each Energy Shot = \$31,104

288 stands = \$4320

*These prices include shipping. With the understanding the product will be shipped on 5/15/09. This order needs to be on a LIFT GATE*

*Please provide tracking number when available*

**Invoice**

Mad Dog Energy Products, Inc.

41800 Enterprise Circle So., #F  
Temecula, CA 92590

Date	Invoice #
5/14/2009	1522

Bill To
Beard's Marketing PO Box 554 Clara City, Mn 56222

Ship To
Tim Beard 119 NW 4th Street Clara City, MN 56222

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		5/14/2009	Yellow Trans		
Quantity	Item Code	Description			Price Each	Amount
1,000	Mega Box	48 six pks, 4 lg. 1 mega			50.00	50,000.00
50	MD Blueberry/Pom...	MD Blueberry/Pomegranate 2oz shot 216 per case			155.52	7,776.00
50	MD Fruit Punch	MD Fruit Punch 2oz shot 216 per case			155.52	7,776.00
50	MD Grape	MD Grape 2 oz shot 216 per case			155.52	7,776.00
50	MD Lemon/Lime	MD Lemon/Lime 2oz shot 216 per case			155.52	7,776.00
288	RA-025	2 Racks in a set			15.00	4,320.00
					Total	\$85,424.00

**EXHIBIT 2**

<h1 style="margin: 0;">purchase order</h1>				Date: May 18, 2009  Invoice # [10057]	
Beard's Marketing  PO Box 119 NW 4 <sup>th</sup> ST  [Clara City, MN 56222  Phone. 320.847.2324  Fax 320.847.2399  E-mail <a href="mailto:beardsmarketing@gmail.com">beardsmarketing@gmail.com</a>	Vendor:  	Mad Dog Energy Products  Click here to enter text.  Click here to enter text.  Click here to enter text.  Click here to enter text.	SHIP To:	Beard's Marketing  Beard's Marketing  119 NW 4 <sup>th</sup> St  Clara City, MN 56222  320.847.2324  Customer ID de564	
Shipping Method  Freight		Shipping Terms  FOB MUST HAVE LIFT GATE		Delivery Date	
Quantity	Item #	Description	Job	Unit Price	Line Total
100 cases		Blueberry Pom		0.50	10,800
100 cases		Lemon Lime		0.50	10,800
150 cases		Grape		0.50	16,200
150 cases		Fruit Punch		0.50	16,200
240		Mega boxes		50	12,000
		Please send as many mega boxes as possible. If you have 500 please send 500 whatever you have please send. Thanks			
4 case		Racks		15	2880
		48 racks			
		see case			
				Subtotal	
				Sales Tax	
				Total	

<ol style="list-style-type: none"> <li>1. Please send two copies of your Invoice.</li> <li>2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.</li> <li>3. Please notify us immediately if you are unable to ship as specified.</li> <li>4. Send all correspondence to:</li> </ol>	Tim Beard  5/18/09			
[Beard's Marketing PO BOX 554 Clara City, MN 56222 Phone 320.847.2324 Fax 320.847.2399]	5.	Authorized by	Date	
	[Your company slogan]			

**Invoice**

Mad Dog Energy Products, Inc.

41800 Enterprise Circle So., #F  
Temecula, CA 92590

Date	Invoice #
5/18/2009	1527

Bill To
Beard's Marketing PO Box 554 Clara City, Mn 56222

Ship To
Tim Beard 119 NW 4th Street Clara City, MN 56222

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		5/18/2009			
Quantity	Item Code	Description			Price Each	Amount
100	MD Blueberry/Pom...	MD Blueberry/Pomegranate 2oz shot 216 per case			108.00	10,800.00
100	MD Fruit Punch	MD Fruit Punch 2oz shot 216 per case			108.00	10,800.00
150	MD Grape	MD Grape 2 oz shot 216 per case			108.00	16,200.00
150	MD Lemon/Lime	MD Lemon/Lime 2oz shot 216 per case			108.00	16,200.00
240	Mega Box	48 six pks, 4 lg. 1 mega			50.00	12,000.00
192	MD SHOT RACK	MD SHOT RACK			15.00	2,880.00
					Total	\$68,880.00



**EXHIBIT 3**



\*111012822\*  
07/31/2009  
000006515665293

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

RETURN REASON-A  
NOT SUFFICIENT  
FUNDS

\*12490001\*  
\*3958\*  
\*1\*  
\*01095\*

0276200950  
05763120  
6002/27/2009  
05760073120

BEARD'S MARKETING  
PHONE 320-847-2324  
118 NW 4TH ST PO BOX 554  
CLARK CITY, MN 56222

1509  
75-485/919

7-24-09 Date

Pay to the Order of Returned N/A Because  
Fifteen thousand dollars and 00/100

**NSF**

CSE CITIZENS STATE BANK ☒ TWICE ☐

For Invoice 1509 0001500000

1509 0001500000

BANK OF AMERICA NA LAC  
1220006514 1522 93 18  
07/27/09

5760073120

4560.24  
5760073120  
PRB-CLC 07302009 PR 3 E

*[Handwritten signature]*

>1220006514< 07/30/2009  
000005714816182

>1220006514< 07/27/2009  
05760073120

>0110000138< 07/31/2009  
000006515665293  
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6002/27/2009

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Virginia A. Phillips and the assigned discovery Magistrate Judge is Oswald Parada.

The case number on all documents filed with the Court should read as follows:

**EDCV09- 2051 VAP (OPx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☒ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

## Name &amp; Address:

Jeffrey W. Shields, SBN 109920  
SHIELDS LAW OFFICES  
1920 Main Street, Suite 1080  
Irvine, CA 92614

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RICHARD BLACK, an individual,

CASE NUMBER

v. **ED CV 09 - 02051 VAP (OPx)**

TIMOTHY BEARD, an individual dba BEARD'S  
MARKETING; and MELISSA MANSON, an  
individual dba BEARD'S MARKETING,  
DEFENDANT(S).

## SUMMONS

TO: DEFENDANT(S): TIMOTHY BEARD, an individual dba BEARD'S MARKETING; and MELISSA MANSON, an individual dba BEARD'S MARKETING

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Jeffrey W. Shields/Shields Law Offices, whose address is 1920 Main Street, Suite 1080, Irvine, California 92614. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

TERRY NAFISI

Clerk, U.S. District Court

Dated: NOV 4 2009By: 

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) RICHARD BLACK, an individual	<b>DEFENDANTS</b> TIMOTHY BEARD, an individual dba BEARD'S MARKETING; and MELISSA MANSON, an individual dba BEARD'S MARKETING
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Jeffrey W. Shields/SHIELDS LAW OFFICES 1920 Main Street, Suite 1080 Irvine, CA 92614	<b>Attorneys</b> (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Citizen of This State</td> <td style="width:33%; border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> </tr> </table> </td> <td style="width:33%; border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> </table> </td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> </tr> </table> </td> <td style="border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> </table> </td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> </tr> </table> </td> <td style="border: none;"> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table> </td> </tr> </table>	Citizen of This State	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> </tr> </table>	<b>PTF</b>	<b>DEF</b>	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> </table>	<b>PTF</b>	<b>DEF</b>	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> </tr> </table>	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> </table>	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> </tr> </table>	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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<input type="checkbox"/> 3	<input type="checkbox"/> 3																									
<input type="checkbox"/> 6	<input type="checkbox"/> 6																									

  
**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding   
☐ 2 Removed from State Court   
☐ 3 Remanded from Appellate Court   
☐ 4 Reinstated or Reopened   
☐ 5 Transferred from another district (specify):   
☐ 6 Multi-District Litigation   
☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes    ☐ No (Check 'Yes' only if demanded in complaint)  
**CLASS ACTION** under F.R.C.P. 23: ☐ Yes    ☒ No    **MONEY DEMANDED IN COMPLAINT:** \$ 154,304.00
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 28 U.S.C. Section 1332 - Diversity
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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ED CV 09 - 02051

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

NOV - 4 2009

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Riverside	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Minnesota

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Riverside	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date November 3, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))